

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 2/14/2013

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Reimbursable Agreement with Huntsville Utilities Natural Gas Department

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Reimbursable Agreement with Huntsville Utilities for Relocation of Gas Facilities on Private or Public Right-of-Way for Holmes Avenue and Pinhook Creek Bridge Improvements, Project Nos. 65-04-BR07, ACAA58618-DE-A195 & ATRIP Project No. ACR58618-ATRP(001)

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Agreement between City and Huntsville Utilities Natural Gas Department for the relocation of Huntsville Utilities' gas mains to provide clearances for construction of a wider Holmes Avenue bridge and roadway over Pinhook Creek. Reimbursable agreement in the amount of \$139,254.00. All cost reimbursable via ALDOT-ATRP funding agreement. Account No. 23-6500-0813-8138

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Kathy Marki

Date: 2/7/13

revised 3/12/2012

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **2/14/2013**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Utilities Reimbursable Agreement for Natural Gas**

Document Name: **Bridge Replacement on Holmes over Pinhook Crk Project No.**

65-04-BR07 & ACAA58618-DE-A195 & ACBR58618-ATRP(001)

City Obligation Amount: **\$139,254.00**

Total Project Budget: **\$139,254.00**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0813-8138**

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Kathy MaR</i>	<i>1-29-13</i>
2) Legal	<i>Mary Clator</i>	<i>2-1-13</i>
3) Finance	<i>[Signature]</i>	<i>2/4/13</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with Huntsville Utilities for Relocation of Gas Facilities on Private or Public Right-of-Way for Holmes Avenue and Pinhook Creek Bridge Improvements, Project Nos. 65-04-BR07, ACAA58618-DE-A195 & ATRIP Project No. ACR58618-ATRP(001), in the County of Madison, Huntsville, AL, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement with Huntsville Utilities for Relocation of Gas Facilities on Private or Public Right-of-Way Work for Holmes Avenue and Pinhook Creek Bridge Improvements, Project Nos. 65-04-BR07, ACAA58618-DE-A195 & ATRIP Project No. ACR58618-ATRP(001)" consisting of a total of thirteen (13) pages, and the date of February 14, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of February, 2013.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of February, 2013.

Mayor of the City of Huntsville,
Alabama

REIMBURSABLE AGREEMENT FOR RELOCATION OF UTILITY FACILITIES ON PRIVATE OR PUBLIC RIGHT-OF-WAY

<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 5px;">X</div> <div> Private Right-of-Way Public Right-of-Way </div> </div>	PROJECT NUMBER	
	ATRP NUMBER	ACBR58618-ATRP(001)
	CITY	

THIS AGREEMENT is entered into by and between the CITY of Huntsville, Alabama acting by and through its CITY COUNCIL, hereinafter referred to as the CITY, and Huntsville Utilities Natural Gas Department, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the CITY proposes a project of certain highway improvements in Huntsville (Madison County), Alabama, said project being designated as Project No. ACR58618-ATRP(001) and consisting approximately of the following: Bridge Replacement on CR-77 (Holmes Ave); and

WHEREAS, the **UTILITY** is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the CITY has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, the Alabama Department Of Transportation will use Federal funds allocated to the CITY, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the CITY's expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans and specifications as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans, specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
4. By signing this contract, the **CITY** and **UTILITY** affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

President of the City Council of the City
of Huntsville, AL
Date: February 14, 2013

6. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. The **UTILITY** will perform the work of relocation:
- (a) _____ by **UTILITY'S** own forces
 - (b) _____ by contract let by the **UTILITY**
 - (c) _____ by an existing written continuing contract where the work is regularly performed for the **UTILITY**
 - (d) ☒ by combination of the preceding (as shown in detail on the estimate).

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the **UTILITY'S** private right-of-way, the **CITY** will reimburse the **UTILITY** for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the **CITY** will reimburse the **UTILITY** for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

a. The **STATE'S** share of the engineering charges shall be limited to the "in-kind" work only.

b. The total actual cost of relocation, including Engineering, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, including Engineering, is \$139,254. The total estimated cost including betterment is \$139,254.

c. If an adjustment for betterment is applicable, the **CITY** will reimburse the **UTILITY** for _____ percent of the actual cost of relocation and the remaining _____ percent thereof shall be for the account of the **UTILITY** for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the **CITY** reserves the right to recalculate the percentages at any time.

9. The **UTILITY** will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the **STATE**.

10. The **UTILITY** will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the **STATE** and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

112 Spragins Street, Huntsville, AL 35801

11. The **UTILITY** will, within six (6) months following completion of the relocation, furnish the **CITY** such papers, records, supporting documents and invoices as may be required by the State showing the cost of said relocation. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans for the **STATE'S** records.

12. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the **CITY** may deem necessary, the **CITY** will reimburse the **UTILITY** for the actual cost of such relocation as verified by the **CITY**. In the event the actual verified cost, as accepted, exceeds the estimated cost, the **CITY** may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

13. Paragraphs numbered 13 through 17 set forth below are applicable to this Agreement only if some or all of the **UTILITY** facilities to be relocated hereunder are located on private right-of-way of the **UTILITY**; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

14. Where the **UTILITY** has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the **CITY** by the **UTILITY** for review and approval.

15. If the **UTILITY** is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the **UTILITY** will convey to the **CITY** by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

16. In the event the **UTILITY** is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

a. To the extent the **UTILITY** has the right to so agree the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub-surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **STATE'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

17. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

a. To the extent the **UTILITY** has the right to so agree, upon completion of the relocation provided for herein, the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub-surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **CITY'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

18. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the **UTILITY** to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the **UTILITY**.

b. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the **UTILITY** will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the **CITY**, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the **UTILITY** for its compensable property interest in its private right-of-way.

19. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

20. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

21. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

22. Paragraph 22 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

23. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction

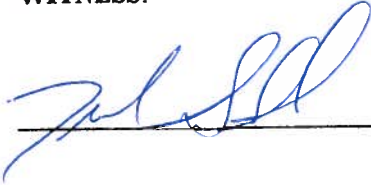
(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Innovative Programs Engineer.

The CITY requests that (_____ 100% CITY funds; _____ Federal participation) be used for utility work in this agreement.

WITNESS:



Huntsville Utilities Natural Gas Department
(Legal Name of Utility)

BY:



(Signature)

Joel Perry
(Type or Printed Name)


Engineer
(Type or Printed Title)

PO Box 2048
Huntsville, AL 35801
(Address)

(256) 535-1214
(Telephone)

RECOMMENDED FOR APPROVAL:

BY:



CITY ENGINEER/ENGINEER-OF-RECORD

BY:

DIVISION ENGINEER

CITY OF HUNTSVILLE

BY:

MAYOR

APPROVED:

BY:

INNOVATIVE PROGRAMS ENGINEER

DATE: _____

Utility Relocation Estimate

County: **Madison**

Project No: **ACBR58618 – ATRP(001) Bridge Replacement on CR-77 (Holmes Ave) over Pinhook Creek**

Date: **1/7/2013**

Name of Utility: **Huntsville Utilities Natural Gas Department**

Address: **PO Box 2048, Huntsville AL, 35804**

Submitted By:

Joel Perry
NAME

Engineer
TITLE

(256) 535-1214
TELEPHONE NUMBER

(Please list the name, address and telephone number of the Utility's representative in responsible charge of work if different from above.)

Number of calendar days from receipt of Notice to Proceed to actual beginning of relocation: **90**

Number of calendar days from beginning to completion of work, including cleanup: **30**

If the Utility is regulated by a State or Federal Agency, please list the Agency.

Alabama Public Service Commission

A Consultant Engineer () will, (X) will not be used.

The gross receipts of this Utility () did, (X) did not exceed two hundred (200) million dollars for the calendar year preceding the proposed relocation.

The method to be used to accomplish this relocation work is: (a) _____ by UTILITY'S own forces; (b) _____ by Contract Let by the UTILITY; (c) _____ by existing, written continuing contract; or (d) X by combination of the preceding (must be detailed within this estimate).

SUMMARY OF QUANTITIES

	<u>IN-KIND</u>	<u>BETTERMENT</u>
1. Gross Estimated Construction Cost Only	\$139,254	\$ _____
2. Less Salvage Credit (Show as zero if none)	\$0	\$ _____
3. Less Other Credit (If Applicable)	\$0	\$ _____
4. Total Estimated Construction Cost Only	\$139,254	\$ _____
5. Difference in Estimated Cost	\$0	\$ _____
(Betterment minus In-Kind)		
6. Utility's Pro Rata Share of Estimated Construction Cost		0%
(Line 5 divided by Betterment Total X 100 Percent)		
7. State's Pro Rata Share of Estimated Construction Cost		100%
(100 Percent minus Line 6 Percentage)		
	<u>STATE</u>	<u>UTILITY</u>
8. Pro Rata Construction Cost	\$139,254	\$0
9. Pro Rata Engineering Cost	\$0	\$0
10. Total Right-of-Way Acquisition Cost	\$0	\$0
(If not 100% State Reimbursable, please list accordingly)		
11. Grand Total	\$139,254	\$0
(List State Total on Page 2 of the SAHD No. 2 Agreement)		

ITEM 1 - RIGHT-OF-WAY ACQUISITION COSTS

a. Labor (Appraisal by utility employees)

Classification	Rate	Hours	Amount
Company Appraiser	\$ _____	(____)	\$ _____
Engineer	\$ _____	(____)	\$ _____
Other _____	\$ _____	(____)	\$ _____
Subtotal Labor Cost			\$ _____
Additive Factor (Ins., overhead, etc.) _____			
Additive Factor times Subtotal Labor Cost			\$ _____
Total Labor Cost for Appraisal			\$ _____

b. Equipment

Size/Type	No.	Rate	Miles/Hours	
_____	(____)	\$ _____	(_____)	\$ _____
_____	(____)	\$ _____	(_____)	\$ _____
Total Equipment Cost				\$ _____

c. Miscellaneous Expenses

Recording Costs	\$ _____
Deed Costs	\$ _____
Independent Appraisers	\$ _____
Other _____	\$ _____
Total Miscellaneous Expense	\$ _____
d. <u>Right-of-Way or Easement Cost (Property only)</u>	\$ _____
TOTAL RIGHT-OF-WAY ACQUISITION COST	\$ _____

(Line 10 on Summary Sheet)

NOTE: The utility shall submit above costs for prior State approval and be able to justify amounts recorded. Sound valuation and acquisition practices shall be followed including use of adequate and formal appraisals of record.

NOTE: If no ROW is involved, discard this sheet.

ITEM 2 - ENGINEERING COSTS, ALL PHASES (COMPANY EMPLOYEES)

a. Labor

Classification	No.	<u>Labor</u>	<u>Concept</u>		<u>Design</u>		<u>Construction</u>	
		Rate	Hrs.	Amount	Hrs.	Amount	Hrs.	Amount
Subtotal Labor Cost				\$0		\$0		\$0
Additive Factor: % (Ins., overhead, etc.)								
Additive Factor times Subtotal Labor Cost				\$0		\$0		\$0
Total Labor Cost for Engineering				\$0		\$0		\$0

b. Equipment

Size/Type	No.	Rate	<u>Concept</u>		<u>Design</u>		<u>Construction</u>	
			Miles/ Hours	Amount	Miles/ Hours	Amount	Miles/ Hours	Amount
_____	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
_____	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
_____	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
_____	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
Total Equipment Cost				\$0		\$0		\$0

c. Miscellaneous Expenses (Per Diem, meals, etc.)

Item	No.	Rate	<u>Concept</u>	<u>Design</u>	<u>Construction</u>
			Amount	Amount	Amount
_____	()	\$ _____	\$ _____	\$ _____	\$ _____
_____	()	\$ _____	\$ _____	\$ _____	\$ _____
_____	()	\$ _____	\$ _____	\$ _____	\$ _____
Total Miscellaneous Expense			\$0	\$0	\$0
TOTALS (2a, 2b & 2c)			\$0	\$0	\$0

GRAND TOTAL ENGINEERING COST **\$0**
(Line 9 on Summary Sheet)

NOTE: If a Consultant Engineer is utilized, discard sheets 4 and 5 and substitute the appropriate sheet (s) from the previously approved Utility - Consultant Engineering Agreement.

ITEM 3 - IN-KIND CONSTRUCTION COSTS — WORK BY COMPANY FORCES

a. Labor

Classification	No.	Rate	<u>Temporary Facility</u>		<u>Relocated Facility</u>		<u>Removal & Salvage</u>	
			Hrs.	Amount	Hrs.	Amount	Hrs.	Amount
Utility Crew	(1)	\$ 150/hr			(120)	\$18000		
Subtotal Labor Cost						\$18000		

Additive Factor: 58%
(Ins., overhead, etc.)

Additive Factor times Subtotal Labor Cost \$10440

Total Labor Cost \$28440

b. Equipment

Size/Type	No.	Rate	<u>Temporary Facility</u>		<u>Relocated Facility</u>		<u>Removal & Salvage</u>	
			Hours	Amount	Hours	Amount	Hours	Amount
Crew Truck	(1)	\$20			(120)	\$2400		
Dump Truck	(2)	\$45			(120)	\$10800		
Welding Truck	(1)	\$20			(120)	\$2400		
Equipment Trailer	(2)	\$25			(120)	\$6000		
Material Trailer	(1)	\$15			(120)	\$1880		
Backhoe	(2)	\$38			(120)	\$9120		
Total Equipment Cost						\$32600		

c. Materials (Major Items)

			<u>Temporary Facility</u>	<u>Relocated Facility</u>	<u>Removal & Salvage</u>
Item	Cost	No.	Amount	Amount	Amount
4" WS Pipe	_ \$20/ft	680		\$13600	
4" WS 90 Ells	_ \$5/ea	8	—	\$40	
4" Heat Sleeves	_ \$5/ea	10		\$50	
4"x2" WS Tee	\$30/ea	1		\$30	
2" WS Valve\Box	_ \$250/ea	1	—	\$250	
2" Heat Sleeves	\$4/ea	2	—	\$8	
4" WS Cap	\$13/ea	2		\$26	
Subtotal Material Cost			—	\$14004	
Handling Cost (4%)			—	\$560	
Total Material Cost				\$14564	
TOTAL CONSTRUCTION COSTS (COMPANY FORCES) (3a, 3b & 3c)				\$75604	
TOTAL ESTIMATED CONSTRUCTION COST (CONTINUING CONTRACT)				\$63650	
GROSS TOTAL IN-KIND CONSTRUCTION COST (Line 1 on Summary Sheet)				\$139254	

ITEM 4 - BETTERMENT CONSTRUCTION COSTS - WORK BY COMPANY FORCES

a. Labor

Classification	No.	Rate	<u>Temporary Facility</u>		<u>Relocated Facility</u>		<u>Removal & Salvage</u>	
			Hrs.	Amount	Hrs.	Amount	Hrs.	Amount
Foreman	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
Other	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
Other	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
Other	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
Other	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
Subtotal Labor Cost				\$ _____		\$ _____		\$ _____
Additive Factor _____ (Ins., overhead, etc.)								
Additive Factor times Subtotal Labor Cost				\$ _____		\$ _____		\$ _____
Total Labor Cost				\$ _____		\$ _____		\$ _____

b. Equipment

Size/Type	No.	Rate	<u>Temporary Facility</u>		<u>Relocated Facility</u>		<u>Removal & Salvage</u>	
			Miles/ Hours	Amount	Miles/ Hours	Amount	Miles/ Hours	Amount
_____	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
_____	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
_____	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
_____	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
_____	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
_____	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
_____	()	\$ _____	()	\$ _____	()	\$ _____	()	\$ _____
Total Equipment Cost				\$ _____		\$ _____		\$ _____

c. Materials (Major Items)

Item	Cost	No.	Temporary Facility Amount	Relocated Facility Amount	Removal & Salvage Amount
_____	\$ _____	(_)	\$ _____	\$ _____	
_____	\$ _____	(_)	\$ _____	\$ _____	
_____	\$ _____	(_)	\$ _____	\$ _____	
_____	\$ _____	(_)	\$ _____	\$ _____	
_____	\$ _____	(_)	\$ _____	\$ _____	
_____	\$ _____	(_)	\$ _____	\$ _____	
_____	\$ _____	(_)	\$ _____	\$ _____	
_____	\$ _____	(_)	\$ _____	\$ _____	
_____	\$ _____	(_)	\$ _____	\$ _____	
_____	\$ _____	(_)	\$ _____	\$ _____	
Miscellaneous	\$ _____	(_)	\$ _____	\$ _____	
Subtotal Material Cost			\$ _____	\$ _____	
Handling Cost			\$ _____	\$ _____	\$ _____
Total Material Cost			\$ _____	\$ _____	\$ _____
SUBTOTAL CONSTRUCTION COSTS (4a, 4b & 4c)			\$ _____	\$ _____	\$ _____
TOTAL CONSTRUCTION COSTS			\$ _____	\$ _____	\$ _____

GROSS TOTAL BETTERMENT
CONSTRUCTION COST \$ _____
(Line 1 on Summary Sheet)

NOTE: If no betterment is involved, discard sheets 8 and 9.

**ITEM 5 - CONSTRUCTION ESTIMATE
(WORK TO BE DONE BY CONTINUING CONTRACT)**

a. IN - KIND

<u>BID ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Directional Bore of Pinhook Creek 4" WS Pipe, No Casing, 1 Location	520 Feet	\$95/foot	\$ 49,400
Directional Bore of Holmes Ave. 4" WS Pipe, No Casing, 2 Locations	150 feet	\$95/foot	\$ 14,250

Total Estimated Construction Cost (Continuing Contract)	\$ 63,650
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ITEM 6 - SALVAGE CREDIT

a. If salvage credit is allowed, check one or both of the following statements.

_____ Salvage to inventory credit is allowed on a temporary and/or replaced facility.

_____ Salvage for sale or scrap credit is allowed on a temporary and/or replaced facility.

(1) Salvage to Inventory Credit

Temporary Facilities (Credit at stock price less 10% for use)

Replaced Facilities (Credit at stock price or consistent with utility practice)

Item		Temporary Facility		Replaced Facility
(Size/Type)	No.	Value	Amount	Amount
_____	()	\$ _____	\$ _____	\$ _____
_____	()	\$ _____	\$ _____	\$ _____
_____	()	\$ _____	\$ _____	\$ _____
Total Salvage to Inventory Credit			\$ 0	\$ 0

(2) Salvage for Sale or Scrap Credit (Actual value to be determined at sale and invoice adjusted accordingly)

Item		Temporary Facility		Replaced Facility
(Size/Type)	No.	Estimated Value	Amount	Amount
_____	()	\$ _____	\$ _____	\$ _____
_____	()	\$ _____	\$ _____	\$ _____
_____	()	\$ _____	\$ _____	\$ _____
Total Salvage for Sale or Scrap Credit			\$ _____	\$ _____
SUBTOTAL SALVAGE CREDIT (1 & 2)			\$ _____	\$ _____
TOTAL SALVAGE CREDIT (Line 2 on Summary Sheet)			\$ 0	\$ 0

- b. If salvage credit is not allowed, check either or both of the following statements.
- ☒ No salvage credit is allowed as the salvage/removal cost exceeds the salvage value.
 - ☒ The temporary and/or replaced facility is to be abandoned in place.
- c. If expired service life credit (accrued depreciation) on a major utility facility is due the State, please attach a copy of the calculations. This does not apply to service, distribution or transmission lines. It does apply to substations, pumping stations, filtration plants, power plants, etc.

NOTE: The Department and the FHWA Division Administrator shall have the right to inspect recovered materials prior to disposal by sale or scrap. This requirement shall be satisfied by the company giving two weeks written notice to the State of Alabama or oral notice followed by written confirmation of the time and place the materials will be available for inspection. This notice is the responsibility of the company and it may be held accountable for full value of materials disposed of without notice.

